

DATED

LICENCE TO OCCUPY ON SHORT TERM BASIS

relating to part of the property known as Barnes House, 92 Pier Avenue, Clacton on
Sea, CO15 1NJ

Between

TENDRING DISTRICT COUNCIL

and

COLCHESTER AMPHORA TRADING LIMITED

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THIS LICENCE is dated

PARTIES

- (1) Tendring District Council of Town Hall, Station Road, Clacton-on-Sea, Essex, CO15 1SE (**Licensor**) for the attention of the Property and Projects Manager.
- (2) Colchester Amphora Trading Limited (Company number 10799072) of Rowan House, 33 Sheepen Road, Colchester, Essex CO3 3WG (**Licensee**) for the attention of Alistair Wilson, Director Agreed terms

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Building: all that building which includes the Property, Common Parts, Communal Facilities and other areas occupied exclusively by the Licensor being part of Title EX812797 and edged red on the Plan, or such other area as the Licensor may from time to time designate as comprising the Building.

Common Parts: such access ways, entrance halls, corridors, lifts, staircases, landing, and other means of access to in or upon the Property including but not limited to the access way coloured yellow on the Plan for identification only, the use of which is necessary for obtaining access to and egress around the Property as designated from time to time by the Licensor.

Communal Facilities: such kitchen and toilet facilities including but not limited to those coloured green on the Plan for identification only, the use of which is not exclusive to the Licensee, as designated from time to time by the Licensor.

Competent Authority: any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

Licence Fee: £500 per month

Licence Fee Commencement Date: 1 August 2025

Licence Period: the period from and including 1 August 2025 until the date on which this Licence is determined in accordance with clause 4.

Necessary Consents: all planning permissions and all other consents, licenses, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use.

Parking: Two parking spaces on the forecourt of the Building as hatched blue on the Plan, for identification purposes only, or such other area as the Licensor may from time to time designate.

Permitted Use: Welfare facilities, office space and stock and equipment storage as a satellite option for responding officers working on behalf of the Licensee.

Plan: the plan attached to this Licence marked "Plan".

Property: all that area being an office and storage room, coloured orange on the Plan, for identification purposes only or such reduced or extended area as the Licensor may from time to time designate as comprising the Property.

Service Media: all media for the supply or removal of heat, electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media, if any of these services exist.

Termination Date: the date on which the Licensee is required to vacate the Property in accordance with Clause 4.1

VAT: value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedule forms part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the Schedule.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however, incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for

the time being in force made under it and all orders, notices, codes of practice and guidance made under it.

- 1.9 A reference to **writing** or **written** excludes faxes and e-mail.
- 1.10 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done and to use its best endeavours to prevent such act or thing being done by a third party.
- 1.11 References to clauses and Schedules are to the clauses and Schedules of this license; references to paragraphs are to paragraphs of the relevant Schedule.
- 1.12 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.13 Unless otherwise expressly provided, the obligations and liabilities under this agreement are joint and several.

2. LICENCE TO OCCUPY

- 2.1 Subject to clause 3 and clause 4, the Licensor permits the Licensee to occupy the Property for the Permitted Use for the Licence Period in common with the Licensor and all others authorised by the Licensor (so far as it is not inconsistent with the rights given to the Licensee to use the Property for the Permitted Use) together with the rights mentioned in the Schedule.
- 2.2 The Licensee acknowledges that:
 - (a) the Licensee shall occupy the Property as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this agreement;
 - (b) the Licensor retains control, possession and management of the Property and the Licensee has no right to exclude the Licensor from the Property;
 - (c) the Licence to occupy granted by this agreement is personal to the Licensee and is not assignable and the rights given in clause 2 may only be exercised by the Licensee and its employees.

3. LICENSEE'S OBLIGATIONS

The Licensee agrees and undertakes:

- (a) to pay:
 - (i) to the Licensor on the date hereof, an initial fee of £5,000 to cover the cost of the Licence set up and as a contribution towards the adjustments required to the building
 - (ii) to the Licensor the Licence Fee payable without any deduction in advance on the date hereof for the period 1 August 2025 – 31 March 2026, together with such VAT as may be chargeable on the Licence Fee.
 - (iii) to the Licensor all costs in connection with any security call out charges incurred by the Licensor due to the Licensee's use of the Property;
- (b) to keep the Property clean, tidy and clear of rubbish;
- (c) not to use the Property other than for the Permitted Use;
- (d) not to make any alteration or addition whatsoever to the Property in accordance with the Permitted Use;
- (e) subject to those signs required by law, not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Property or elsewhere on the Building without the prior written consent of the Licensor such consent not to be unreasonably withheld or delayed;
- (f) not to do or permit to be done on the Property, Common Parts, or Communal Facilities, anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Licensor or to tenants or occupiers of the Building or any owner or occupier of neighbouring property;
- (g) not to cause or permit to be caused any damage to:
 - (i) the Property, Building or any neighbouring property; or
 - (ii) any property of the owners or occupiers of the Property, Building or any neighbouring property;
- (h) not to obstruct the Common Parts or Communal Facilities, make them dirty or untidy or leave any rubbish on them;
- (i) not to apply for any planning permission in respect of the Property;
- (j) not to do anything that will or might constitute a breach of any Necessary Consents affecting the Property or which will or might vitiate in whole or in part any insurance effected by the Licensor in respect of the Property and Building from time to time;
- (k) to comply with all laws and with any recommendations of the relevant suppliers relating to the supply of electricity, gas, water, sewage,

telecommunications and data and other services and utilities to or from the Property;

- (l) to observe any reasonable rules and regulations the Licensor makes and notifies to the Licensee from time to time governing the Licensee's use of the Property, Common Parts and Communal Facilities
- (m) to leave the Property in a clean and tidy condition and to remove the Licensee's furniture equipment and goods from the Property at the end of the Licence Period and any goods and chattels left after the end of the Licence Period will be deemed the property of the Licensor;
- (n) to indemnify the Licensor and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
 - (i) this Licence;
 - (ii) any breach of the Licensee's undertakings contained in clause 3; and
 - (iii) the exercise of any rights given in clause 2;
- (o) to pay to the Licensor interest on the Licence Fee or other payments at the rate of FIVE per cent per annum above the base rate of Barclays Bank Plc from time to time calculated on a daily basis from the due date until payment if the Licensee shall fail to pay the Licence Fee or any other payments due under this Licence within fourteen days of the due date (whether formally demanded or not);
- (p) to insure any structures, contents goods and chattels brought onto the Property by the Licensee, their employees or agents;
- (q) to obtain and maintain for the duration of this Licence insurance for Public Liability insurance for a minimum sum of £10 million; and

in respect of the insurance referred to in this clause 3 to provide evidence to the Licensor when reasonably requested to include policy schedules and certificates and receipts for premiums paid.

4. TERMINATION

4.1 The Licence shall end on the earliest of:

- (a) 31 March 2026;
- (b) Subject to clause 4.2, the expiry of any notice given by the Licensor to the Licensee at any time of breach of any of the Licensee's obligations contained in clause 3;
- (c) the expiry of not less than three months' notice given by the Licensor to the Licensee or by the Licensee to the Licensor

- 4.2 The Licensor may terminate the Licence in accordance with clause 4.1(b) provided that the Licensor has first served written notice of the breach on the Licensee and the Licensee has failed to rectify that breach within 7 days of that notice.
- 4.3 If this Licence terminates in accordance with clause 4.1 then, within 28 days of the Termination Date the Licensor shall refund to the Licensee the proportion of the Licence fee and VAT paid in respect of it for the period from and excluding the Termination Date up to and excluding the last date for which a Licence Fee had been received by the Licensor.
- 4.4 Termination is without prejudice to the rights of the Licensor in connection with any antecedent breach of any obligation subsisting under this agreement.

5. NOTICES

- 5.1 Any notice required to be given under this Licence, shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice as set out below:
- (a) to the Licensor at: Town Hall, Station Road, Clacton-on-Sea, Essex, CO15 1SE and marked for the attention of the Property and Projects Manager
 - (b) to the Licensee at: Rowan House, 33 Sheepen Road, Colchester, Essex CO3 3WG for the attention of Alistair Wilson, Director
- or as otherwise specified by the relevant party by notice in writing to each other party.
- 5.2 Any notice shall be deemed to have been duly received:
- (a) if delivered personally, when left at the address and for the contact referred to in this clause;
 - (b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second working day after posting; or
 - (c) if delivered by hand or commercial courier, on the date and at the time delivered by hand or that the courier's delivery receipt is signed.
- 5.3 A notice required to be given under this Licence shall not be validly given if sent by e-mail or fax.
- 5.4 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

6. COSTS

- 6.1 The Licensee shall pay to the Licensor on a full indemnity basis all costs, fees, charges and expenses (together with VAT and disbursements) of the Licensor (including such costs and expenses of their professional advisors) in relation to any breach of the terms of this Licence.

7. NO WARRANTIES FOR USE OR CONDITION

- 7.1 The Licensor gives no warranty that the Property possesses the Necessary Consents for the Permitted Use.
- 7.2 The Licensor gives no warranty that the Property is physically fit for the purposes specified in clause 2.

8. LIMITATION OF LICENSOR'S LIABILITY

- 8.1 Subject to clause 8.3, the Licensor is not liable for:
- (a) the death of, or injury to the Licensee, its employees, customers or invitees to the Property; or
 - (b) damage to any property of the Licensee or that of the Licensee's employees, customers or other invitees to the Property; or
 - (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Licensee or the Licensee's employees, customers or other invitees to the Property in the exercise or purported exercise of the rights granted by clause 2.
- 8.2 Insurance for the Property such as contents or public liability is the responsibility of the Licensee.
- 8.3 Nothing in clause 8.1 shall limit or exclude the Licensor's liability for:
- (a) death or personal injury or damage to property caused by negligence on the part of the Licensor or its employees or agents; or
 - (b) any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.

9. RIGHTS OF THIRD PARTIES

A person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

10. GOVERNING LAW AND JURISDICTION

- 10.1 This Licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 10.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Licence or its subject matter or formation (including non-contractual disputes or claims).

This Licence has been entered into on the date stated at the beginning of it.

Schedule Rights granted to Licensee

1. The right for the Licensee to use :
 - 1.1 Such parts of the Common Parts for the purpose of access to and egress from the Property as shall from time to time be designated by the Licensor for such purpose.
 - 1.2 Such parts of the Communal Area for the purpose of personal welfare by the Licensee's employees using the Property as shall from time to time be designated by the Licensor for such purpose.
 - 1.3 The Service Media serving the Property.
 - 1.4 The two Parking Spaces as shall from time to time be designated by the Licensor for such purpose.

Signed
for and on behalf of Tendring
District Council

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Signed
on behalf of Colchester Amphora
Trading Limited

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